

1 THE HONORABLE JAMES L. ROBART  
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14 UNITED STATES DISTRICT COURT  
15 WESTERN DISTRICT OF WASHINGTON

15 KERRY LEACH,

16 Plaintiff,

17 vs.

18 NCO FINANCIAL SYSTEMS INC.,

19 Defendant.

20 NO. 2:15-cv-00890-JLR

21 SECOND AMENDED COMPLAINT FOR  
22 VIOLATIONS OF 15 U.S.C. § 1692 ET SEQ.  
23 AND RCW CHAPTERS 19.16 AND 19.86  
ET SEQ.

24 **PREAMBLE**

25 On September 25, 2015, this Court granted Plaintiff leave to amend her complaint. Dkt.  
26 #15 at p. 15. Plaintiff now submits this Second Amended Complaint. Plaintiff has removed her  
27 15 U.S.C. § 1692g claims, as it appears that the claims are now moot based on documents filed by  
28 Defendant. Dkt. # 7-2, 7-3. Those same documents, however, reveal additional CPA causes of  
29 action.

30 Plaintiff requested leave to amend her complaint in her 12(b)(6) response and submitted a  
31 draft second amended complaint, which included the newly revealed CPA causes of action. Dkt.  
32 #9 at p. 20. Plaintiff is unclear on whether the Court's order allows amendment as requested, or  
33 limits amendment to the specific issues outlined in the order. However, in the interest of judicial  
34 economy Plaintiff has added the new CPA claims to her

35 Second Amended Complaint - 1  
36 2:15-cv-00890-JLR

37 ANDERSON LAW OF  
38 KING COUNTY, PLLC  
39 787 MAYNARD AVE S  
40 SEATTLE WA 98104  
41 (206) 395-2665/F (206) 395-2719

1 Second Amended Complaint as it obviates the need for additional motion practice (such as a  
2 motion for leave to amend).

3 If Plaintiff has misconstrued the Court's order, Plaintiff will take whatever steps  
4 necessary, at her own expense, to remedy any issues in the Second Amended Complaint.

5 COMES NOW Plaintiff Kerry Leach, by and through counsel, who alleges:

6 **I. PARTIES AND JURISDICTION**

7 1. Plaintiff Kerry Leach is an individual who resides in Washington State.

8 2. Defendant NCO Financial Systems, Inc. ("NCO"), is a debt collector and  
9 collection agency doing business in Washington (UBI #601789201), and who attempted to  
10 collect an alleged debt from Plaintiff.<sup>1</sup>

11 3. Jurisdiction over Defendant is proper as Defendant is doing business in  
12 Washington State and all relevant actions occurred in King County, Washington.

13 **II. FACTS**

14 4. Plaintiff allegedly entered into a credit card agreement with a creditor named  
15 Synovus. That alleged relationship created an account which allegedly fell into default, and  
16 which is hereafter referred to as "the Account."

17 5. The credit card and all transactions surrounding the card were allegedly managed  
18 by a company called Systems and Services Technologies, Inc. ("SST").

19 6. On information and belief, NCO is the parent company of SST or is otherwise  
20 affiliated with SST through common ownership or control.

21  
22  
23 <sup>1</sup> According to the Washington Secretary of State, NCO may have changed its trade name to EGS Financial  
Care, Inc., but for purposes of this Complaint, the term "NCO" will be used for clarity until discovery is  
conducted. The same UBI number applies.

1           7.     On or about August 18, 2014, SST sent Plaintiff a billing statement, attached  
2 hereto as **Exhibit A** (hereafter “the SST letters”).

3           8.     The letter demanded a minimum payment of \$750.00, and indicated a balance of  
4 \$3,855.30. *Id.* Some amount of that \$3,855.30 balance appeared to include fees and interest,  
5 and the interest belonged to at least two categories, “standard purchase” and “standard cash.” *Id.*

6           9.     According to the SST letter, the payment due date was September 15, 2014. *Id.*

7           10.    While SST was “servicing” the account (for example, through letters sent on July  
8 8, 2014), NCO sent collection letters to Plaintiff on or about the following dates: January 24,  
9 2014, July 11, 2014, and August 21, 2014. *See* letters attached as **Exhibit B** (“the NCO letters”);  
10 *see also* the SST Letters.

11          11.    The NCO letters did not contain numerous pieces of information as required by  
12 both Federal and State law. Due to its relationship with SST, at the time each NCO letter was  
13 sent, NCO had knowledge of any interest, fees, or late payment charges assessed to the Account.

14          12.    The August 21, 2014 NCO letter asked Plaintiff to make a payment of \$2313.18  
15 within 20 days of the date of the letter in order to settle the account.

16          13.    On information and belief, SST was also trying to collect from Plaintiff at the  
17 time each of the NCO letters was sent.

18          14.    As a result of the Defendant’s actions detailed above, Plaintiff suffers financial  
19 uncertainty and unease, emotional distress, incurred expenses in seeking and retaining counsel in  
20 connection with ascertaining her legal rights and responsibilities, and on information and belief,  
21 has suffered damaged credit.

15. Defendant's actions, as described above, caused Plaintiff significant confusion and caused Plaintiff to incur out-of-pocket expenses in seeking legal counsel to determine the nature of the alleged debt and to ascertain her legal rights and responsibilities.

### **III. CAUSES OF ACTION**

## GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

16. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. § 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

17. With respect to the alleged debt, Plaintiff is a “debtor” as defined by RCW 19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).

18. For claims arising under the Fair Debt Collection Practices Act, such claims are assessed using the “least sophisticated debtor” standard. *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

19. The discovery rule applies in FDCPA cases. *Mangum v. Action Collection Serv., Inc.*, 575 F.3d 935, 941 (9th Cir. 2009).

## **GENERAL ALLEGATIONS APPLICABLE TO CPA CLAIMS**

20. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act (“CPA”), RCW chapter 19.86.<sup>2</sup> *See* RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of \$25,000) and attorney’s fees.

21. Because RCW Chapter 19.16 is enforced through RCW 19.86. *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

<sup>2</sup> See *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) (“Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...”).

22. Even minimal or nominal damages constitute “injury” under the CPA. *Panag*, 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even “unquantifiable damages” may suffice to establish “injury” for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

## Counts 1 through 5

23. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e.

24. Throughout 2014, both SST and NCO attempted to collect debt related to the Account. In August 2014, Plaintiff simultaneously received letters from two different entities attempting to collect on the alleged debt.

25. The roles of SST and NCO were blurred; NCO stated that it had been “requested to assist in the collection” of a portion of the Account, while SST was seeking to collect the entirety of the Account (and not mentioning NCO). The NCO letters included a different phone number than the SST letter.

26. Further, the August 18, 2014 SST letter stated “your account is also scheduled to charge off soon. Once your account is charged off it will report [sic] on your credit file and it may be referred to an attorney or collection agency in your area for further action.” NCO, a collection agency, had already been communicating with Plaintiff regarding the account, and therefore NCO’s August 21, 2014 letter was confusing, as the least sophisticated consumer could have viewed NCO’s letter as an indication that the Account had been charged off or otherwise be confused as to NCO’s role with respect to the Account.

a. As further evidence of the confusion of roles between SST and NCO, the July 11, 2014 letter from NCO states that the “minimum payment amount” is \$484.00,

while seven days later, SST represented that the “minimum payment” \$615.00, and one month later, SST represented that the “minimum payment” was \$750.00

b. The least sophisticated consumer would have no ability to determine NCO's role in the collection of the Account, as NCO listed the creditor (Synovus) and the "Servicer" (SST), and represented that NCO was "requested to assist" in collecting only portions of the Account, leaving NCO's role entirely unclear and leaving the debtor unable to determine to whom payment should be made, by when, and in what amount.

27. In addition, the NCO and SST letters demanded different amounts:

- a. The letter from SST asked for a minimum payment of \$750.00. Presumably that would keep the credit account current and no further action would be taken.
- b. The August 21, 2014 letter from NCO stated the “total balance due” as of August 21, 2014 was \$3,855.30, but asked Plaintiff to “settle” the debt for \$2,313.18. Presumably, this would close the account and terminate Plaintiff’s relationship with Synovus.

28. The foregoing letters would create significant confusion to the least sophisticated consumer, as it is unclear whether the amount owed immediately was \$750.00 or \$3,855.30, and whether payment of the “settlement” amount would terminate the Account or simply restore the debtor to good standing (and allow use of the credit card, or stop the “charge off”). A debtor would be confused as to the amount owed and the ramifications of any “settlement.” Additionally, two entities taking separate and distinct positions on the same debt at the same time would be misleading and deceptive.

1           29. Further, the August 21, 2014 letter from NCO (while offering a settlement) stated  
2 that SST “may be required to provide information about certain amounts that are discharged as a  
3 result of a cancellation of debt to the IRS.” This statement is misleading because 1) NCO would  
4 know or have reason to know SST’s obligations/duties given NCO’s relationship with SST, 2)  
5 the information given is insufficient to determine what amount, if any, would be treated as a  
6 “cancellation” of debt – ordinarily, *any* cancellation of indebtedness by a credit card issuer must  
7 be reported to the IRS on a form 1099-C, and thus NCO’s equivocation that SST “may be  
8 required” to report cancelled debt to the IRS is fundamentally misleading and false, and would  
9 cause confusion as to what is being offered in the “settlement” and what legal ramifications  
10 would follow from accepting any “settlement.”<sup>3</sup>

11           30. Finally, the SST letter indicate that the balance due as of August 18, 2014 was  
12 \$3,855.30, while the August 21, 2014 NCO letter states that the same amount is due “as of”  
13 August 21, 2014, falsely implying that no interest was accruing on the Account.

14           31. In total, NCO’s actions, assessed by the least sophisticated consumer standard,  
15 were false, deceptive, or misleading in the following ways:

- 16           a. Misrepresenting NCO’s role with respect to the Account;
- 17           b. Misrepresenting or otherwise sowing confusion about the legal effect of payments  
18           (or a settlement) if made to the Account (i.e. whether the Account would remain  
19           open or return to good standing);

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21           <sup>3</sup> The statement in the August 21, 2014 letter that Plaintiff should consult with her tax advisor does not cure  
22 the problem. While Plaintiff’s individual tax liability may or may not be impacted (due to her income,  
23 exemptions, etc.), NCO’s letter expresses doubt about whether the cancellation of indebtedness would be  
reported at all, even though a creditor’s obligation to report taxable events to the IRS remains the same at  
all times. The letter provides insufficient information from which any “tax advisor” would be able to  
determine whether SST would or would not report any cancellation of indebtedness to the IRS, and the  
letter is therefore false and misleading.

- c. Stating incorrect amounts allegedly due and owing;
- d. Falsely stating the tax consequences of accepting the “settlement”;
- e. Misstating the relationship between NCO and SST (i.e. by stating that NCO was “requested to assist” in collection, by implying that NCO was unsure of SST’s obligations regarding IRS reporting, etc.)

32. Therefore, Defendant violated 15 U.S.C. § 1692e and/or its subsections on at least 30 occasions.

## Counts 6 through 10

33. A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692f. The collection of any amount not expressly authorized by the agreement creating the debt is a violation of 15 U.S.C. § 1692f(1).

34. Plaintiff realleges paragraphs 24 through 31, *supra*.

35. Defendant's actions (as stated therein) were unfair and/or unconscionable.

36. Therefore, Defendant violated 15 U.S.C. § 1692f on at least five (5) occasions.

## Counts 11 through 13

37. If a written notice is the first notice (or seeks to collect a different amount than that indicated on the first notice), a collection agency must provide an itemization of the claim asserted, including: the date of the last payment to the creditor on the subject debt by the debtor. RCW 19.16.250(8)(e)(ii).

38. None of the collection letters states a date of last payment.

39. The date of last payment was known to NCO or otherwise made available to

40. Defendant therefore violated RCW 19.16.250(8)(e)(ii) on at least three (3) occasions.

## Counts 14 through 16

41. If a written notice is the first notice (or seeks to collect a different amount than that indicated on the first notice), a collection agency must provide an itemization of the claim asserted, including: interest or service charge, collection costs, or late payment charges, if any, added to the original obligation by the original creditor, customer or assignor before it was received by the licensee for collection, if such information is known by the licensee or employee. RCW 19.16.250(8)(c)(ii).

42. None of the NCO letters states the amount of interest, service charges, or late payment charges added to the original obligation by the original creditor before it was received by NCO for collection.

43. The information described in paragraph 40 was known to NCO or otherwise made available to NCO.

44. Each letter requests a different amount, therefore NCO attempted to collect a different amount than indicated the first notice.

45. Defendant therefore violated RCW 19.16.250(8)(c)(ii) on at least three (3) occasions.

## Count 17 – Injunctive Relief

46. A plaintiff may seek injunctive relief for violations of the Consumer Protection Act, RCW 19.86.090.

47. Plaintiff does seek injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from both Plaintiff and any other person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

48. Specifically, Plaintiff seeks an injunction prohibiting Defendant from its unlawful collection tactics, including but not limited to misrepresenting its status in relation to the Account, misrepresenting the status of the debt and legal effect of any settlement, misrepresenting the true creditor of the debt, and falsely stating the tax consequences of any settlement.

49. Plaintiff has reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.

50. Injunctive relief is necessary to prevent further injury to Plaintiff and to the Washington public as a whole.

51. Injunctive relief should therefore issue as described herein.

#### **IV. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays:

1. For Judgment against Defendant for actual damages.
2. For statutory damages of \$1,000.00, for FDCPA violations.
3. For statutory damages of \$2,000.00 per violation, for Washington Collection Agency Act and Consumer Protection Act violations.

4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.

5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).

6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 15th day of October, 2015.

## ANDERSON LAW OF KING COUNTY, PLLC

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Certificate of Service

I hereby certify that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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/s/ T. Tyler Santiago  
T. Tyler Santiago

# EXHIBIT A



PO BOX 3997  
ST. JOSEPH MO 64503-1600

SST CARD SERVICES  
PO BOX 23060  
COLUMBUS GA 31902-3060

KERRY LEACH  
PO BOX 50172  
BELLEVUE WA 98015-0172

ACCOUNT NUMBER [REDACTED]  
MINIMUM PAYMENT DUE \$615.00  
PAYMENT DUE DATE August 15, 2014  
NEW BALANCE \$3,733.71  
AMOUNT OVERLIMIT \$733.71  
PAST DUE AMOUNT \$484.00

\*\*N0003020

AMOUNT ENCLOSED

\$ [REDACTED]

Check for address change.  
Complete form on the back.

DETACH HERE: Please make checks payable to SST Card Services.

### Summary of Account Activity

Previous Balance	\$3,617.54
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Balance Transfers/Checks	\$0.00
Cash Advances	\$0.00
Past Due Amount	\$484.00
<b>Fees Charged</b>	<b>\$35.00</b>
<b>Interest Charged</b>	<b>\$81.17</b>
New Balance	\$3,733.71
Credit Limit	\$0.00
Credit Available	\$0.00
Available Cash Line	\$0.00
Statement closing date	07/18/2014
Number days in billing cycle	30

### Payment Information

New Balance \$3,733.71  
Minimum Payment Due \$615.00  
Payment Due Date August 15, 2014

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 late fee.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of...
Only the minimum payment	17 years	\$8,913

If you would like information about credit counseling services, call 1-877-339-3460.

### Important Information

Toll Free Customer Service in the US 1-866-620-9867  
Customer Service outside the US 1-816-671-2918  
Visit us on the web at: WWW.YOURCARDACCOUNT.COM

### Notice - See Reverse Side for Important Information

Our records indicate that your account is severely past due and that your balance exceeds the established credit limit. Your account is also scheduled to charge off soon. Once your account is charged off it will report on your credit file and it may be referred to an attorney or collection agency in your area for further action. Please contact us immediately at (866) 620-9867.

Payments that are returned unpaid may be subject to the maximum allowable fees by state law.

### Transactions

Post Date	Tran Date	Ref. No.	Transaction Description	Amount
Fees				
07/16	07/15		LATE PAYMENT FEE	\$35.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$35.00</b>
Interest Charged			INTEREST CHARGE-STANDARD PURCHASE	\$68.05
			INTEREST CHARGE-STANDARD CASH	\$13.12
			<b>TOTAL INTEREST THIS PERIOD</b>	<b>\$81.17</b>

## PLEASE CHECK THE APPLICABLE BOXES:

 My name has changed

Name (Last, First, Middle Initial)

 My mailing address has changed

Street Address

 My phone number has changed

City, State, Zip

Home

(      )

Business

(      )

Cardholder Signature

Payments received at the address on the payment coupon by 5:00 P.M. Eastern Monday through Friday (except legal holidays) will be credited to your account as of the date received. Your payment must be made by check or money order drawn on a U.S. Bank in U.S. dollars, and must be received with the payment coupon in the enclosed returned envelope. You must include your account number on the check or money order. If we accept a payment in any other manner, crediting may be delayed up to 5 days (2 days if you live in Indiana or Iowa). Delayed crediting may cause you to incur a Late Fee or additional Interest Charges. You agree not to send us partial payments marked with "paid in full," "without recourse" or similar language. Any check or other payment intended as "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be sent to P.O. Box 84024, Columbus, GA 31908. You may at any time pay more than the Minimum Payment Due (if applicable), or pay the New Balance in full without incurring any additional charge.

## BILLING RIGHTS SUMMARY

## WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:  
SST, P.O. Box 84024, Columbus, GA 31908

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

## YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

SST, P.O. Box 84024, Columbus, GA 31908.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

For additional questions or concerns, call the Customer Service number on the front of your statement, write to P.O. Box 3997, St. Joseph, MO 64503, or visit us at [www.yourcardaccount.com](http://www.yourcardaccount.com). When writing to us, include your 16-digit account number.

## CREDIT REPORTING

We may report information about your account to the credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. In order to dispute any information we are reporting about your account, you must write to use at: P.O. Box 3997, St. Joseph, MO 64503. Please include your name, address, account number, telephone number, Social Security number, and a brief description of the problem. If available, please include a copy of the credit report in question.

## AUTHORIZATION AGREEMENT FOR ELECTRONIC FUND TRANSFERS ("EFTS")

You may call to authorize us to pay this account by making an EFT from your checking account. Please have this billing statement with you when you call. You may revoke your authorization by calling the Customer Service number, or writing to P.O. Box 3997, St. Joseph, MO 64503. When you pay by check, you authorize us either to use information from your check to make a one-time EFT from your checking account or to process this transaction as a check. When we use your check to make an EFT, funds may be withdrawn from your checking account the same day, and you will not receive your original check back. If a check-authorized EFT cannot be processed, we may present an image or a paper draft as a replacement for your original check.

## CALCULATING THE BALANCE SUBJECT TO INTEREST CHARGE

We calculate the interest charges for each Balance Category separately.

## VARIABLE RATES

Your daily periodic rates for each Balance Category and any penalty daily period rates that may apply to these Balance Categories will be either fixed or variable as set for in your Terms Sheet. The daily periodic rates that may vary are marked with a "v" on the front of this statement.

## WHEN INTEREST CHARGES BEGIN TO ACCRUE

Your account has various Balance types ("Balance Categories") as described in your Account Agreement. This statement shows all Balance Categories in which you had an outstanding balance as of the Statement Date. Interest charges begin to accrue on a debit when it is included in the daily balance of the applicable Balance Category and continue until that debit is paid. Any Balance Category designated as "Term A" has a grace period of at least 25 days for new transactions. New transactions in Balance Categories with a grace period do not begin to incur an interest charge until the start of the next billing cycle if your Previous Balance was (i) zero, (ii) a credit balance, (iii) paid in full by the Payment Due Date on your previous statement. To avoid paying interest charges on new transactions for Term A in the next billing cycle, you must pay the entire New Balance shown on this statement by the Payment Due Date; otherwise, you will be assessed interest charges on the unpaid portion of these transactions starting from the date the transactions were posted to your account. There is no grace period for any Balance Category designated as "Term C." Special offers you may receive from us will disclose whether the transactions made in connection with the offer have a grace period. For any Balance Category without a grace period, there is no time period in which you can repay the balance without incurring an interest charge.

## Term A Balance Categories

Average Daily Balance (including new transactions) Method. For each Term A Balance Category, we calculate each day's balance by starting with your previous day's balance (including any unpaid interest charge), adding all debits for the current day, and subtracting all credits for the current day. Then we multiply the daily balance by the daily periodic rate that applies to the Balance Category. The resulting amount is that day's interest charge, which becomes part of the balance used for the next day's balance calculation. (A credit balance on any day is treated as a zero balance for that day and will not earn interest.) We determine the total interest charge on balances for the billing cycle by adding together each day's interest charge in the billing cycle for each Balance Category. A transaction that you made in an earlier billing cycle that does not post to your account until the current billing cycle will be subject to the daily periodic rate in effect in the current billing cycle.

## Term C Balance Categories

Average Daily Balance (including new transactions) Method without a Grace Period. We calculate interest charges for each Term C Balance Category in the same manner that we calculate interest charges for each Term A Balance Category, however, there is no grace period for Term C Balance Categories.

The account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or otherwise provided by state law.

## CREDIT BALANCES

Any credit balance on your account indicated by an "—" on the front of this statement is money we owe you. You can make charges against this amount or request and receive a full refund of the amount by writing to us at P.O. Box 3997, St. Joseph, MO 64503. Any amount remaining from an initial credit balance that was over \$1 (equaled or exceeding \$1 if you live in Massachusetts) and not charged against or refunded upon request will be refunded automatically within 30 days after the end of 6 months (4 months if you live in Maryland) from the date the credit balance was created.

## REPAYMENT CALCULATIONS

The repayment calculations listed as an example in the Minimum Payment Warning section on the front of this statement are calculated with certain assumptions. For example, the repayment calculation based on only making the minimum payment will be calculated with a minimum payment amount as if your account is current and will not include any past due amounts. These repayment calculations are estimates and may be subject to change.



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ACCOUNT NUMBER [REDACTED]

**2014 Year-to-Date Totals**

Total fees charged in 2014	\$210.00
Total interest charged in 2014	\$533.99

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	Grace Terms
STANDARD PURCHASE	26.99% v	\$3,069.65	\$68.05	Term A
STANDARD CASH	26.99% v	\$591.58	\$13.12	Term C

(v) = Variable Rate

## PLEASE CHECK THE APPLICABLE BOXES:

 My name has changed

Name (Last, First, Middle Initial)

 My mailing address has changed

Street Address

 My phone number has changed

City, State, Zip

Home

(      )

Business

(      )

Cardholder Signature

Payments received at the address on the payment coupon by 5:00 P.M. Eastern Monday through Friday (except legal holidays) will be credited to your account as of the date received. Your payment must be made by check or money order drawn on a U.S. Bank in U.S. dollars, and must be received with the payment coupon in the enclosed returned envelope. You must include your account number on the check or money order. If we accept a payment in any other manner, crediting may be delayed up to 5 days (2 days if you live in Indiana or Iowa). Delayed crediting may cause you to incur a Late Fee or additional Interest Charges. You agree not to send us partial payments marked with "paid in full," "without recourse" or similar language. Any check or other payment intended as "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be sent to P.O. Box 84024, Columbus, GA 31908. You may at any time pay more than the Minimum Payment Due (if applicable), or pay the New Balance in full without incurring any additional charge.

## BILLING RIGHTS SUMMARY

## WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:  
SST, P.O. Box 84024, Columbus, GA 31908

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

## YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

SST, P.O. Box 84024, Columbus, GA 31908.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

For additional questions or concerns, call the Customer Service number on the front of your statement, write to P.O. Box 3997, St. Joseph, MO 64503, or visit us at [www.yourcaraccount.com](http://www.yourcaraccount.com). When writing to us, include your 16-digit account number.

## CREDIT REPORTING

We may report information about your account to the credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. In order to dispute any information we are reporting about your account, you must write to us at: P.O. Box 3997, St. Joseph, MO 64503. Please include your name, address, account number, telephone number, Social Security number, and a brief description of the problem. If available, please include a copy of the credit report in question.

## AUTHORIZATION AGREEMENT FOR ELECTRONIC FUND TRANSFERS ("EFTs")

You may call to authorize us to pay this account by making an EFT from your checking account. Please have this billing statement with you when you call. You may revoke your authorization by calling the Customer Service number, or writing to P.O. Box 3997, St. Joseph, MO 64503. When you pay by check, you authorize us either to use information from your check to make a one-time EFT from your checking account or to process this transaction as a check. When we use your check to make an EFT, funds may be withdrawn from your checking account the same day, and you will not receive your original check back. If a check-authorized EFT cannot be processed, we may present an image or a paper draft as a replacement for your original check.

## CALCULATING THE BALANCE SUBJECT TO INTEREST CHARGE

We calculate the interest charges for each Balance Category separately.

## VARIABLE RATES

Your daily periodic rates for each Balance Category and any penalty daily period rates that may apply to these Balance Categories will be either fixed or variable as set for in your Terms Sheet. The daily periodic rates that may vary are marked with a "v" on the front of this statement.

## WHEN INTEREST CHARGES BEGIN TO ACCRUE

Your account has various Balance types ("Balance Categories") as described in your Account Agreement. This statement shows all Balance Categories in which you had an outstanding balance as of the Statement Date. Interest charges begin to accrue on a debit when it is included in the daily balance of the applicable Balance Category and continue until that debit is paid. Any Balance Category designated as "Term A" has a grace period of at least 25 days for new transactions. New transactions in Balance Categories with a grace period do not begin to incur an interest charge until the start of the next billing cycle if your Previous Balance was (i) zero, (ii) a credit balance, (iii) paid in full by the Payment Due Date on your previous statement. To avoid paying interest charges on new transactions for Term A in the next billing cycle, you must pay the entire New Balance shown on this statement by the Payment Due Date; otherwise, you will be assessed interest charges on the unpaid portion of these transactions starting from the date the transactions were posted to your account. There is no grace period for any Balance Category designated as "Term C." Special offers you may receive from us will disclose whether the transactions made in connection with the offer have a grace period. For any Balance Category without a grace period, there is no time period in which you can repay the balance without incurring an interest charge.

## Term A Balance Categories

Average Daily Balance (including new transactions) Method. For each Term A Balance Category, we calculate each day's balance by starting with your previous day's balance (including any unpaid interest charge), adding all debits for the current day, and subtracting all credits for the current day. Then we multiply the daily balance by the daily periodic rate that applies to the Balance Category. The resulting amount is that day's interest charge, which becomes part of the balance used for the next day's balance calculation. (A credit balance on any day is treated as a zero balance for that day and will not earn interest.) We determine the total interest charge on balances for the billing cycle by adding together each day's interest charge in the billing cycle for each Balance Category. A transaction that you made in an earlier billing cycle that does not post to your account until the current billing cycle will be subject to the daily periodic rate in effect in the current billing cycle.

## Term C Balance Categories

Average Daily Balance (including new transactions) Method without a Grace Period. We calculate interest charges for each Term C Balance Category in the same manner that we calculate interest charges for each Term A Balance Category, however, there is no grace period for Term C Balance Categories.

The account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or otherwise provided by state law.

## CREDIT BALANCES

Any credit balance on your account indicated by an "-" on the front of this statement is money we owe you. You can make charges against this amount or request and receive a full refund of the amount by writing to us at P.O. Box 3997, St. Joseph, MO 64503. Any amount remaining from an initial credit balance that was over \$1 (equaled or exceeding \$1 if you live in Massachusetts) and not charged against or refunded upon request will be refunded automatically within 30 days after the end of 6 months (4 months if you live in Maryland) from the date the credit balance was created.

## REPAYMENT CALCULATIONS

The repayment calculations listed as an example in the Minimum Payment Warning section on the front of this statement are calculated with certain assumptions. For example, the repayment calculation based on only making the minimum payment will be calculated with a minimum payment amount as if your account is current and will not include any past due amounts. These repayment calculations are estimates and may be subject to change.



July 18, 2014

||||||||||||||||||||||||||||||||||||||||||||||||

Kerry Leach  
Po Box 50172  
Bellevue, WA 98015-0172

0000031

ACCOUNT [REDACTED]

We Want to Give You a Second Chance

Dear Kerry Leach,

I am writing to inform you that your SST Visa account is seriously past due. We understand the current economic recession has created hardships for many good people and we would like to help you restore your Visa account to a current status.

Enrolling in the Second Chance Program can provide you with the following benefits:

- \* Lower, more affordable monthly payments.
- \* The ability to establish a positive payment history on your credit report provided that we receive at least your minimum payment due amount by your due date every month.
- \* The personal satisfaction and serenity that comes from paying your bills on time every month.

To join the Second Chance Program, please call 1-866-620-9867 during business hours to speak with a friendly representative. For your convenience, the business hours are posted at the bottom of this letter. After you tell our representative that you are interested in the Second Chance Program, he or she will work with you to tailor a payment plan that can lower your monthly payment amount to a more affordable level.

We offer many convenient ways to pay your credit card bill every month including no fee payment capabilities at [www.yourcardaccount.com](http://www.yourcardaccount.com), 24 hour a day payments by phone, Western Union Quick Collect and Moneygram. Please understand that some of the payment options may incur a fee.

We look forward to providing you with a second chance. Please call a friendly representative at 1-866-620-9867 right now.

Thank you for being our customer. We are committed to providing you with the highest level of quality, professional service that you desire.

Sincerely,

Heidi LaFave, SST Card Services

=====  
Calls to or from this company may be monitored or recorded for quality assurance.

**Business Hours:**

Monday-Friday 7am-10pm CST, Saturday 8am-12pm CST

Correspondence Address: PO Box 3997, Saint Joseph, MO 64503-0997

Physical Address: 4315 Pickett Rd, St Joseph, MO 64503-1600

## **IMPORTANT INFORMATION**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

The account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or otherwise provided by state law.

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

Arkansas, District of Columbia, Georgia, Hawaii, and Illinois Residents: The creditor on this account is Synovus Bank (formerly known as Columbus Bank and Trust), c/o Systems & Services Technologies, Inc., 4315 Pickett Road, St. Joseph, MO 64503.

California and Utah Residents: As required by the California Consumer Credit Reporting Agencies Act and as required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado Residents: Colorado office address and telephone number: 355 Union Blvd, Suite 350, Lakewood, CO 80228, 1-866-596-1785.

MASSACHUSETTS RESIDENTS: NOTICE OF IMPORTANT RIGHTS. YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN (10) DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN (7) DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE COLLECTION AGENCY.

New York City Residents: This collection agency is licensed by the Department of Consumer Affairs of the City of New York; License #1308705.

North Carolina Residents: This agency is licensed by the North Carolina Department of Insurance; License #102795.

Tennessee Residents: This collection agency is licensed by the Tennessee Collection Service Board of the Department of Commerce and Insurance.

PO BOX 3997  
ST. JOSEPH MO 64503-1600

SST CARD SERVICES  
PO BOX 23060  
COLUMBUS GA 31902-3060

ACCOUNT NUMBER [REDACTED]  
MINIMUM PAYMENT DUE \$750.00  
PAYMENT DUE DATE September 15, 2014  
NEW BALANCE \$3,855.30  
AMOUNT OVERLIMIT \$855.30  
PAST DUE AMOUNT \$615.00

KERRY LEACH  
PO BOX 50172  
BELLEVUE WA 98015-0172

\*\*N0002746

AMOUNT ENCLOSED

\$ [REDACTED]

Check for address change.  
Complete form on the back.

DETACH HERE: Please make checks payable to SST Card Services.

### Summary of Account Activity

Previous Balance	\$3,733.71
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Balance Transfers/Checks	\$0.00
Cash Advances	\$0.00
Past Due Amount	\$615.00
<b>Fees Charged</b>	<b>\$35.00</b>
<b>Interest Charged</b>	<b>\$86.59</b>
New Balance	\$3,855.30
Credit Limit	\$0.00
Credit Available	\$0.00
Available Cash Line	\$0.00
Statement closing date	08/18/2014
Number days in billing cycle	31

### Payment Information

New Balance \$3,855.30  
Minimum Payment Due \$750.00  
Payment Due Date September 15, 2014

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 late fee.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of...
Only the minimum payment	17 years	\$9,010

If you would like information about credit counseling services, call 1-877-339-3460.

### Important Information

Toll Free Customer Service in the US 1-866-620-9867  
Customer Service outside the US 1-816-671-2918  
Visit us on the web at: WWW.YOURCARDACCOUNT.COM

### Notice - See Reverse Side for Important Information

Our records indicate that your account is severely past due and that your balance exceeds the established credit limit. Your account is also scheduled to charge off soon. Once your account is charged off it will report on your credit file and it may be referred to an attorney or collection agency in your area for further action. Please contact us immediately at (866) 620-9867.

Payments that are returned unpaid may be subject to the maximum allowable fees by state law.

### Transactions

Post Date	Tran Date	Ref. No.	Transaction Description	Amount
Fees				
08/18	08/15		LATE PAYMENT FEE	\$35.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$35.00</b>
Interest Charged			INTEREST CHARGE-STANDARD PURCHASE	\$72.73
			INTEREST CHARGE-STANDARD CASH	\$13.86
			<b>TOTAL INTEREST THIS PERIOD</b>	<b>\$86.59</b>

## PLEASE CHECK THE APPLICABLE BOXES:

 My **name** has changed My **mailing address** has changed My **phone number** has changed

Name (Last, First, Middle Initial)

Street Address

City, State, Zip

Home

(        )

Business

(        )

Cardholder Signature

Payments received at the address on the payment coupon by 5:00 P.M. Eastern Monday through Friday (except legal holidays) will be credited to your account as of the date received. Your payment must be made by check or money order drawn on a U.S. Bank in U.S. dollars, and must be received with the payment coupon in the enclosed returned envelope. You must include your account number on the check or money order. If we accept a payment in any other manner, crediting may be delayed up to 5 days (2 days if you live in Indiana or Iowa). Delayed crediting may cause you to incur a Late Fee or additional Interest Charges. You agree not to send us partial payments marked with "paid in full," "without recourse" or similar language. Any check or other payment intended as "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be sent to P.O. Box 84024, Columbus, GA 31908. You may at any time pay more than the Minimum Payment Due (if applicable), or pay the New Balance in full without incurring any additional charge.

## BILLING RIGHTS SUMMARY

## WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

SST, P.O. Box 84024, Columbus, GA 31908

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

## YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

SST, P.O. Box 84024, Columbus, GA 31908.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

For additional questions or concerns, call the Customer Service number on the front of your statement, write to P.O. Box 3997, St. Joseph, MO 64503, or visit us at [www.yourcardaccount.com](http://www.yourcardaccount.com). When writing to us, include your 16-digit account number.

## CREDIT REPORTING

We may report information about your account to the credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. In order to dispute any information we are reporting about your account, you must write to use at: P.O. Box 3997, St. Joseph, MO 64503. Please include your name, address, account number, telephone number, Social Security number, and a brief description of the problem. If available, please include a copy of the credit report in question.

## AUTHORIZATION AGREEMENT FOR ELECTRONIC FUND TRANSFERS ("EFTs")

You may call to authorize us to pay this account by making an EFT from your checking account. Please have this billing statement with you when you call. You may revoke your authorization by calling the Customer Service number, or writing to P.O. Box 3997, St. Joseph, MO 64503. When you pay by check, you authorize us either to use information from your check to make a one-time EFT from your checking account or to process this transaction as a check. When we use your check to make an EFT, funds may be withdrawn from your checking account the same day, and you will not receive your original check back. If a check-authorized EFT cannot be processed, we may present an image or a paper draft as a replacement for your original check.

## CALCULATING THE BALANCE SUBJECT TO INTEREST CHARGE

We calculate the interest charges for each Balance Category separately.

## VARIABLE RATES

Your daily periodic rates for each Balance Category and any penalty daily period rates that may apply to these Balance Categories will be either fixed or variable as set for in your Terms Sheet. The daily periodic rates that may vary are marked with a "v" on the front of this statement.

## WHEN INTEREST CHARGES BEGIN TO ACCRUE

Your account has various Balance types ("Balance Categories") as described in your Account Agreement. This statement shows all Balance Categories in which you had an outstanding balance as of the Statement Date. Interest charges begin to accrue on a debit when it is included in the daily balance of the applicable Balance Category and continue until that debit is paid. Any Balance Category designated as "Term A" has a grace period of at least 25 days for new transactions. New transactions in Balance Categories with a grace period do not begin to incur an interest charge until the start of the next billing cycle if your Previous Balance was (i) zero, (ii) a credit balance, (iii) paid in full by the Payment Due Date on your previous statement. To avoid paying interest charges on new transactions for Term A in the next billing cycle, you must pay the entire New Balance shown on this statement by the Payment Due Date; otherwise, you will be assessed interest charges on the unpaid portion of these transactions starting from the date the transactions were posted to your account. There is no grace period for any Balance Category designated as "Term C." Special offers you may receive from us will disclose whether the transactions made in connection with the offer have a grace period. For any Balance Category without a grace period, there is no time period in which you can repay the balance without incurring an interest charge.

## Term A Balance Categories

Average Daily Balance (including new transactions) Method. For each Term A Balance Category, we calculate each day's balance by starting with your previous day's balance (including any unpaid interest charge), adding all debits for the current day, and subtracting all credits for the current day. Then we multiply the daily balance by the daily periodic rate that applies to the Balance Category. The resulting amount is that day's interest charge, which becomes part of the balance used for the next day's balance calculation. (A credit balance on any day is treated as a zero balance for that day and will not earn interest.) We determine the total interest charge on balances for the billing cycle by adding together each day's interest charge in the billing cycle for each Balance Category. A transaction that you made in an earlier billing cycle that does not post to your account until the current billing cycle will be subject to the daily periodic rate in effect in the current billing cycle.

## Term C Balance Categories

Average Daily Balance (including new transactions) Method without a Grace Period. We calculate interest charges for each Term C Balance Category in the same manner that we calculate interest charges for each Term A Balance Category, however, there is no grace period for Term C Balance Categories.

The account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or otherwise provided by state law.

## CREDIT BALANCES

Any credit balance on your account indicated by an "—" on the front of this statement is money we owe you. You can make charges against this amount or request and receive a full refund of the amount by writing to us at P.O. Box 3997, St. Joseph, MO 64503. Any amount remaining from an initial credit balance that was over \$1 (equaled or exceeding \$1 if you live in Massachusetts) and not charged against or refunded upon request will be refunded automatically within 30 days after the end of 6 months (4 months if you live in Maryland) from the date the credit balance was created.

## REPAYMENT CALCULATIONS

The repayment calculations listed as an example in the Minimum Payment Warning section on the front of this statement are calculated with certain assumptions. For example, the repayment calculation based on only making the minimum payment will be calculated with a minimum payment amount as if your account is current and will not include any past due amounts. These repayment calculations are estimates and may be subject to change.

# EXHIBIT B

PO BOX 15630  
DEPT 805  
WILMINGTON DE 19850

Case 2:15-cv-00890-JLR Document 7-2 Filed 06/23/15 Page 1 of 1

NCO FINANCIAL SYSTEMS, INC.



4740 Baxter Road  
Virginia Beach, VA 23462

OFFICE HOURS(ET):  
8AM-10PM MON THRU THURS  
8AM-5PM FRIDAY AND SATURDAY  
CLOSED SUNDAY  
Jan 24, 2014

106932 - 9

82010191936  
KERRY LEACH  
PO BOX 50172  
BELLEVUE WA 98015-0172



CREDITOR: Synovus  
ACCOUNT #: XXXXXXXXXXXX0833  
SERVICER: Systems and Services Technologies, Inc. (SST)  
REGARDING: VISA Account  
TOTAL BALANCE: \$3319.17  
MINIMUM PAYMENT AMOUNT: \$461.25

Dear KERRY LEACH:

Please be advised that we have been requested to assist in the collection of the above minimum payment amount.

You may contact us at 1-866-810-8138 if you have any questions or if you would like to discuss this account further.

Please include the above account number on your check or money order and enclose the bottom portion of this letter, or a copy thereof, with your payment.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Calls to or from this company may be monitored or recorded for quality assurance.

Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in your agreement with the original creditor or as otherwise provided by state law.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

Account #	Minimum Payment Amount
XXXXXXXXXXXX0833	461.25

KERRY LEACH  
Payment Amount



\$

▪

Check here if your address or phone number has changed and provide the new information below.

Make Payment To:

SST Card Services  
PO Box 23060  
Columbus GA 31902-3060





4740 Baxter Road  
Virginia Beach, VA 23462

OFFICE HOURS(ET):  
8AM-10PM MON THRU THURS  
8AM-5PM FRIDAY AND SATURDAY  
CLOSED SUNDAY  
Jul 11, 2014

106932 - 5

82010191936  
KERRY LEACH  
PO BOX 50172  
BELLEVUE WA 98015-0172



CREDITOR: Synovus  
ACCOUNT #: XXXXXXXXXXXX0833  
SERVICER: Systems and Services Technologies, Inc. (SST)  
REGARDING: VISA Account  
TOTAL BALANCE: \$3617.54  
MINIMUM PAYMENT AMOUNT: \$484.00

Dear KERRY LEACH:

Please be advised that we have been requested to assist in the collection of the above minimum payment amount.

You may contact us at 1-866-810-8138 if you have any questions or if you would like to discuss this account further.

Please include the above account number on your check or money order and enclose the bottom portion of this letter, or a copy thereof, with your payment.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Calls to or from this company may be monitored or recorded for quality assurance.

Your account balance may be periodically increased due to the addition of accrued interest or other charges as provided in your agreement with the original creditor or as otherwise provided by state law.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

Account #	Minimum Payment Amount
XXXXXXXXXXXX0833	484.00

KERRY LEACH  
Payment Amount



\$

▪

Check here if your address or phone number has changed and provide the new information below.

Make Payment To:

SST Card Services  
PO Box 23060  
Columbus GA 31902-3060



PO BOX 15630  
DEPT 805  
WILMINGTON DE 19850



4740 Baxter Road  
Virginia Beach, VA 23462

NCO FINANCIAL SYSTEMS, INC.

1-866-810-8138  
OFFICE HOURS(ET):  
8AM-10PM Monday-Thursday  
8AM-5PM Friday-Saturday  
Aug 21, 2014



104176 - 11



82010191936  
KERRY LEACH  
PO BOX 50172  
BELLEVUE WA 98015-0172

CREDITOR: Synovus  
ACCOUNT #: XXXXXXXXXXXXXXX0833  
SERVICER: Systems & Services Technologies, Inc.  
REGARDING: VISA Account  
TOTAL BALANCE: \$3855.30

000012

Dear KERRY LEACH:

The amount listed above is the total balance due on your credit card as of 08/21/2014. We would like to offer you an opportunity to settle the above account by paying \$2313.18 if paid within 20 days from the date of this letter. Following clearance of this payment, Systems & Services Technologies, Inc. shall notify the credit bureaus with a request to update the trade line associated with the above-referenced account to state the account was settled. Systems & Services Technologies, Inc. may be required to provide information about certain amounts that are discharged as a result of a cancellation of debt to the IRS. If notification is required, you will receive a copy of the form 1099C that is filed with the IRS. You may want to consult with your tax advisor if you have any questions regarding the tax consequences of accepting this offer.

Please call us at 1-866-810-8138 to accept this exciting offer or if you have any questions on your account.

Should you choose not to accept this offer, the account balance may be periodically increased due to the addition of accrued interest or other charges as provided in the agreement with the original creditor or as otherwise provided by state law.

Calls to or from this company may be monitored or recorded for quality assurance.

Should you choose not to accept this offer, the account balance may be periodically increased due to the addition of accrued interest or other charges as provided in your agreement with the original creditor or as otherwise provided by state law.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website at [www.ncogroup.com](http://www.ncogroup.com) or contact the FTC online at [www.ftc.gov](http://www.ftc.gov); by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580. If you want information about your rights when you are contacted by a debt collector, please contact the FTC online at [www.ftc.gov](http://www.ftc.gov).